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CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

RE: RUBY TUESDAY STORE #3191

195 Northside Dr E

Statesboro, GA, 30458

RTI HOLDING COMPANY, LLC,

333 E Broadway Ave

Maryville, TN, 37804

CHAPTER 11

Case No. 20-12456 (JTD)

Jointly Administered

Related to Docket No. 50

Definitions:

We: Owner(s), Agent(s), University Pointe Management, Creditor(s)

Date: 11/05/2020

To Whom it May Concern,

In response to Documents 171 & 171-1, University Pointe Management, the agent(s) for Yu Ching Hsu, would like to reiterate that we do not intend to sign the leases (agreements, offers, etc.) that our company/owner have been offered by RTI HOLDING COMPANY LLC at this time. We do not wish to abate rent at this time as the Ruby Tuesday Location #3191 has failed to make payments for the past 7 months, bringing the account balance to \$29,035.03 including late fees as per lease. Please keep in mind that late fees are not issued as a punishment, but are instead issued to cover the financial and administrative burden faced due to a tenant's late payment.

As restaurant owner(s)/management ourselves, we most definitely understand the challenges and burden this industry has faced due to the Coronavirus Pandemic however, we have not received partial payments nor has any payment plan been made. Despite the difficult circumstances facing the United States today, we do, still, believe that the most current, unexpired lease terms in which each party agreed upon should be honored.

Unfortunately, the agreements sent by RTI HOLDING COMPANY LLC in lieu of this Chapter 11 case are not equitable for our owner to continue residency at this time.

We wish all the best for the company and their partners in their future endeavors and hope that the following terms are considered in our farewell:

- We do not ask that Ruby Tuesday Store #3191 vacates immediately however, we do ask that they vacate the premises in a reasonable amount of time. Preferably we ask that Ruby Tuesday store #3191 (RTI HOLDING COMPANY LLC) vacate our property by the end of November 2020 however, we are open for discussion in regards to a date of surrender, move out, "rejection", departure, etc.
- All moneys owed including rent, late fees, miscellaneous fees for damages, etc. included in the unexpired lease terms are to be owed as originally agreed upon.
- The outstanding balance of \$29,035.03 is to be owed as per our lease and not to be abated in any way, shape, or form.
- The remaining rent for the entirety of the lease is to be owed as per lease terms
- Deposits are to be handled in the same manor agreed upon in our originally signed/unexpired lease signed by both parties.
- It is asked that RTI HOLDING COMPANY LLC (RUBY TUESDAY STORE #3191) covers the cost of removal of any hazardous material as well.
- Please schedule an agreed upon date of closure, surrender, "rejection date", abandonment, move out, departure etc. so that we can begin to lease the property to new tenants (Preferably the end of November 2020 but is negotiable)
- We hope and wish for this letter/response to be considered despite our inability to appear in court as we are located outside of the state of Delaware.

We hope to hear back from you soon, and really appreciate your consideration and cooperation in regards to this matter. If you have any questions or concerns, please do not hesitate to reach out to us!

Thank you,



Madeline Colon
U.P. Management
Agent of Yu Ching Hsu (Owner)
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